CIVIL DOCKET NO. **Trial Court of Massachusetts** Summons 2495 CV00590 The Superior Court CASE NAME: Dennis P. McManus Clerk of Courts Systematic Consulting Services, LLC Worcester County COURT NAME & ADDRESS: Plaintiff(s) Worcester Superior Court 225 Main Street FISERV. INC. Worcester, MA 01608 Defendant(s)

THIS SUMMONS IS DIRECTED TO FTSERV, Inc. (Defendant's name)

You are being sued. The Plaintiff(s) named above has started a lawsuit against you. A copy of the Plaintiff's Complaint filed against you is attached to this Summons and the original Complaint has been filed in the

YOU MUST ACT PROMPTLY TO PROTECT YOUR RIGHTS

1. You must respond to this lawsuit in writing within 20 days.

If you do not respond, the Court may decide the case against you and award the Plaintiff everything asked for in the Complaint. You will also lose the opportunity to tell your side of the story. You must respond to this lawsuit in writing even if you expect to resolve this matter with the Plaintiff. If you need more time to respond, you may request an extension of time in writing from the Court.

2. How to Respond.

To respond to this lawsuit, you must file a written response with the Court <u>and</u> mail a copy to the Plaintiff's attorney (or the Plaintiff, if unrepresented). You can do this by:

a) Filing your signed original response with the Clerk's Office for Civil Business,

Court

(address), by mail, in person, or electronically through the web portal www.eFileMA.com if the Complaint was e-filed through that portal, AND

b) Delivering or mailing a copy of your response to the Plaintiff's attorney/Plaintiff at the following address:

3. What to Include in Your Response.

An "Answer" is one type of response to a Complaint. Your Answer must state whether you agree or disagree with the fact(s) alleged in each paragraph of the Complaint. Some defenses, called affirmative defenses, must be stated in your Answer or you may lose your right to use them in Court. If you have any claims against the Plaintiff (referred to as "counterclaims") that are based on the same facts or transaction described in the Complaint, then you must include those claims in your Answer. Otherwise, you may lose your right to sue the Plaintiff about anything related to this lawsuit. If you want to have your case heard by a jury, you must specifically request a jury trial in your Court no more than after converted to the pour Answer.

3. (cont.) Another way to respond to a Complaint is by filing a "Motion to Dismiss," if you believe that the Complaint is legally invalid or legally insufficient. A Motion to Dismiss must be based on one of the legal deficiencies or reasons listed under Rule 12 of the Massachusetts Rules of Civil Procedure. If you are filing a Motion to Dismiss, you must follow the filing rules for "Civil Motions in Superior Court," available at:

www.mass.gov/law-library/massachusetts-superior-court-rules

4. Legal Assistance.

You may wish to get legal help from a lawyer. If you cannot get legal help, some basic information for people who represent themselves is available at www.mass.gov/courts/selfhelp.

5. Required Information on All Filings.	
The "Civil Docket No." appearing at the top of this notice is the case number assigned to this case	and must appear on the
front of your Answer or Motion to Dismiss. You should refer to yourself as the "Defendant."	
Witness Hon. Michael D. Ricciuti , Chief Justice on Clerk Note: The docket number assigned to the original Complaint by the Clerk should be stated on this served on the Defendant(s).	
PROOF OF SERVICE OF PROCESS	
I hereby certify that on, I served a copy of this Summons, together with a copy in this action, on the Defendant named in this Summons, in the following manner (See Rule 4(d)(1 Rules of Civil Procedure):	-5) of the Massachusetts
, [†]	
Dated: Signature:	
N.B. TO PROCESS SERVER:	·

PLEASE ENTER THE DATE THAT YOU MADE SERVICE ON THE DEFENDANT IN THIS BOX - BOTH ON THE ORIGINAL SUMMONS AND ON THE COPY OF THE SUMMONS SERVED ON THE DEFENDANT.

Date:

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS	SUPERIOR COURT CIVIL ACTION NO.:
SYSTEMATIC CONSULTING SERVICES, INC. Plaintiff	
v.	
FIRST DATA MERCHANT SERVICES, LLC. Défendant	
FISERV, INC. Defendant	

COMPLAINT

INTRODUCTION

This is a civil action involving a Massachusetts Corporation that entered into an agreement with First Data Merchant Services, LLC. and its proxy, FISERV, Inc. On or about July 20,2023, wherein the parties agreed that defendants would receive payments from various clients of Plaintiff and process said payments in the normal course of the contracted services. After several months of processing various transaction on behalf of the plaintiff, defendants without notice to plaintiff ceased from processing all plaintiff's transactions. The defendants 'claim that processing plaintiff's transactions became categorically, a "risk" and defendants 'decision to sequester the plaintiff's duly earned funds into a holding account solely controlled by the defendants. Plaintiff made numerous, even daily, attempts to learn of the "risk" assessment its processing posed, and to learn of any non-compliance or irregularity of any transactional

processing history that triggered the hold on the services contracted for. To date, defendants have not articulated any violation of any policy or cited any transactional irregularity that triggered the hold and sequestration of plaintiff's monies. Further, defendants have demanded plaintiff to file debilitating refund forms to return monies defendant received and have refused to process to plaintiff causing negative history ramifications to plaintiff's credit history and otherwise negative reference to what will no doubt effect plaintiff's business pursuits. Defendants' provided Plaintiff with a form 1099K year-end 2023. Currently, Defendants will not release plaintiff's nearly \$60,000.00 claiming that plaintiff appeared to have risk attributed to plaintiff account activity, despite the alleged account activity well within the contract parameters. Plaintiff's account number is

PARTIES

- Systematic Consulting Services, Inc. ("SCS" or "Plaintiff"), is a domestic corporation organized under the laws and statutes of the Commonwealth of Massachusetts who's corporate headquarters are located at 507 Lancaster Street, Unit 4, Leominster, MA 01453.
- The Defendant, First Data Merchant Services, LLC. ("FDMS" or "Defendant"), is a
 foreign Corporation organized under the laws and statutes of the State of Georgia with an
 agent who's address is located at Corporation Service Company, 84 State Street, Boston,
 MA 02109.
- The Defendant, FISERV, Inc. ("FISERV" or "Defendant"), is a foreign Corporation
 organized under the laws and statutes of the state of Wisconsin with an agent who's
 address is located at Corporation Service Company, 84 State Street, Boston, MA 02109.

FACTS

4. On or about Juley 20, 2023, Plaintiff entered into and agreement with First Data Merchant Services signing its Omaha Merchant Manual Services Program Guide (See Exhibit A) and submitted Plaintiff's Merchant Processing Application and Agreement on

- or about July 20, 2023, wherein defendants agreed to receive plaintiff's client payments and process said payments and issue same to plaintiff. (See Exhibit "B").
- 5. On or about July 27, 2023, an email exchange between plaintiff's President, Jeremy Ethier ("Ethier") received an email from Michael Roux ("Roux") of Strategic Payment Systems ("SPS Processing") an affiliate of FDMS stating, "Contracts on the approval". (See Exhibit C)
- 6. On or about July 24, 2023, Roux, of SPS Processing, informed Ethier that SCS was being required to complete additional paperwork as part of the protocol for receiving services.
- 7. On or about July 24, 2023, Ethier advised Roux, that Ethier had in fact provided all of the documentation Roux had requested. (See Exhibit "D").
- 8. On or about October 9, 2023, Roux's supervisor, Todd Stevens ("Steven"), emailed Roux and directed Roux to inform Ethier that, "this merchant (SCS) is under review and to ask [Ethier] to provide the answers and supporting information". (See Exhibit "E").
- 9. On or about October 9, 2023 Merchant Services Risk Management's Credit Risk manager wrote to Todd Stevens notifying Stevens that "this merchant account is currently under review due to unusual account activity. The Risk Monitoring Team has identified the merchant (SCS) has processed a sale larger than normal or an increase in volume. "(See Exhibit "F").
- 10. On or about October 10, 2023, Stevens responded to Merchant Services Risk Monitoring and cc'ed Roux wherein Stevens states, "These transactions are well within the underwritten assumptions of the MPA. We also submitted the merchant's P & L and balance sheet as part of the approval process. This should be normal processing activity for this merchant. Please let me know if you need anything else. "(See Exhibit "G").
- 11. On or about October, Plaintiff Ethier contacted Defendants and demanded the monies the defendants were holding and refused to release to plaintiff.
- 12. On or about October, Defendants contacted Plaintiff and informed that Plaintiff must fill out refund documents that would authorize the release of funds defendants were holding to allow defendants to refund the plaintiff's clients.

13. On or about October, Plaintiff informed the defendants that he would not participate in the release of funds back to the defendants who had previously provided notice and authorization to release the funds being held by one of more of the Defendants.

COUNTS BEFORE THIS COURT

COUNT I

(BREACH OF CONTRACT)

- 14. The Plaintiff repeats and re-alleges paragraphs 1 (one) through 13 (thirteen), as it is expressly set forth hereinafter.
- 15. The parties entered into an agreement supported by valid consideration;
- 16. The Plaintiff performed his obligation to contract by providing compliance with all the terms of the agreement between the parties and paying in full the invoiced amounts.
- 17. The Defendants' have breached the agreement; and
- 18. Plaintiff has suffered substantial and resulting damages from Defendant's breach.

COUNT II

(NEGLIGENT MISREPRESENTATION)

- 19. The Plaintiff repeats and re-alleges paragraphs 1 (one) through 18 eighteen), as it is expressly set forth hereinafter.
- 20. Defendant engaged in trade or commerce with Plaintiff through its contractual agreement to provide transactional process according to the terms of the parties agreement wherein the Defendant received consideration.
- 21. Defendants' actions are the proximate cause of Plaintiff's damages and has engaged in deceitful business practices as defined by M.G.L. c. 93A.
- 22. Plaintiff has been damaged by Defendants' action and Defendant has failed to timely respond to plaintiff's numerous calls and emails to Defendants.

COUNT III

(VIOLATION OF C. 93A)

- 23. The Plaintiff repeats and re-alleges paragraphs 1 (one) through 22 (twenty- two), as it is expressly set forth hereinafter.
- 24. Defendant engaged in trade or commerce with Plaintiff through its contractual agreement in the trade or commerce with Plaintiff where the Defendant received consideration.
- 25. Defendant has engaged in deceitful business practices as defined by M.G.L. c. 93A.
- 26. Defendant has failed to timely respond to plaintiff's numerous calls to defendants.

COUNT IV

(NEGLIGENCE)

- 27. The Plaintiff repeats and re-alleges paragraphs 1 (one) through 26 (twenty- six), as it is expressly set forth hereinafter.
- 28. The Defendant had a duty to provide transactional services as contracted with the Plaintiff.
- 29. The Defendant breached its duty to perform contractual services Defendant contracted with Plaintiff to perform, in a matter relied upon, the representations of the Defendant and acted thereon.
- 30. The Defendant's actions are the proximate cause of Plaintiff's injuries and damages.
- 31. The Plaintiff was damaged by the Defendants' actions.

CONCLUSION

WHEREAS, Plaintiff prays judgment against Defendants, and each of them: In an amount that will fairly and adequately compensate Plaintiff (Systemic Consulting Services, Inc.), fair compensation for all counts: Breach of Contract, Negligent Misrepresentation, Violation of

M.G.L. c. 93A, Negligence and all other damages recoverable together with interest, costs, and other such relief as this Honorable Court may deem appropriate; including, but not limited to:

- A. Judgment in Plaintiff's favor on each count;
- B. Compensatory damages;
- C. Exemplary, enhanced, double, and/or treble damages;
- D. For general damages according to law and proof;
- E. For special damages according to law and proof;
- F.. For statutory damages;
- G. For treble damages pursuant to;
- H. For punitive damages;
- I. For prejudgment interest according to law;
- J. For costs of suit;
- K. For attorney's fees as allowed by law;
- L. For such other and further relief as the court may deem proper.

PLAINTIFF DEMANDS A TRIAL BY JURY ON ALL COUNTS

The Plaintiff,

Systematic Consulting Services, Inc.

By His Attorney,

Mark Joubert, Esq.

BBO#/653325 P.O. Box 122

Spencer, MA 01562 Phone: (508)797 -0606

Email: mrjoubertesq25@Gmail.com

CERTIFICATE OF SERVICE

I, Mark Joubert, Attorney for the Plaintiff, hereby certify that this day I served a copy of the following document to the Defendant and was sent first class mail, postage prepaid, and/or electronic mail, to the defendants on this date.

Dated: May20, 2024

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	SSOT	Name:		erchant Services LLC			
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Manager

Title

Date

Jeremy Ethier

Please Print Name of Signer

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	XYes DNo	/Isa Magnetic Stripe Contactless Fee Upcharge	(Per item) \$
s Visa Magnetic Stripe Contactiess Fee	Δ	Visa CVV2 Fee Upcharge	(Per Item) \$
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Merchant Initials: TIE

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Case 4:24-cv-40092-MRG Document 1-1 Filed 07/01/24 Page 19 of 59

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iont certifies that all imformation set forth into Certifies that all information set forth in the chant Processing Application (of a grees that we, our Affiliates and our third party subcontractors and/or imports). Client has provided in this Merchant Processing Application and/or imports. Client has provided is a cellular or wireless number or if Client has previous urposes. Client hereby consents to receiving commercial electronic mail messme. Client further egrees that Client will not accept more than 20% of its card assed upon contrary information stated in Section 5, Transaction Information set dicated in that section. This signsture page also serves as a signature page under its effected, the undersigned Client being "You" and "Your" for the purpor nebilated in myself as an individual, the entity on whose behalf I am signing, and it ayment Networks, and its and their Affiliates, third party subcontractors, service ther third-parties, the Information in the Agreement and information about each prorts, bank references, and other information as necessary from time to time, by corts, bank references, and other information as necessary from time to time, the cort of the property is an expense of the provide that information; and (B) is a segmenty furnishing the report), and (II) to receive any and all personal and bus as agency furnishing the report), and (II) to receive any and all personal and bus as agency furnishing the report), and (II) to receive any and all personal and bus as agency furnishing the report), and (III) to receive any and all personal and bus as agency furnishing the report, and (III) to partial information; and (B) is certification and accepted the feet of the provide that Information; and (B) is certificated as copy of the (a) MPA (consisting of Sections 1-9), (b) Program Guide, (c) whalf I am signing below and have the appropriate consents and authority from et data described above. Processor's privery notice is available at wmw. I from et data described above. Processor's privery noti	transactions via mail, telection above, you are aut to the TeleCheck Solution sees of the TeleCheck So is principals (collectively, providers, and/or agents: of the Client Parties, (incommerketing and administ fraud, analytics and any inectiv about the content iness credit financial info y that: (i) The federal tax	ephone or interior	nternet orde ccept trans nt appearin ement. arties), (A) I a laclose, and questing an ses, verifica oses permiti de consume i all referen- ication num	er. However, if y actions in accop g in the Third P unthorize Process exchange amou d sharing, persition purposes, ted by law (and r reports (inclus- ces, including ber and correst	rour Application of the control of t	ion is approved the percentages of the Program of the Merchan ouse and share and address caumer reporting mame provide
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Sent from aveilmone

On Jul 24, 2023, at 8:43 PM. Mike Rook support/desproprocessing cont. With

Hi Jeremy,

Thank you for putting together the requested documents.

Best repards.

Mike

Mike Roux

Strategic Hument Systems

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E-1978 137-7126

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Sent Monday Div 24 107: 37/9 PM

To: Mike Rome Convolut Conspired asing comes family Species Hereing and an application

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E

Hi lennifer and Jereny.

Even though you provided lots of documents with the application they are now requesting the additional.

ENERD INTERIM 2023 BALANCE SHEET

P&L. 2022 & 2021 (you provided 2022 already). FINANCIALS AREN'T SUPPORTIVE OF RISK

2-NEED LAST 3 MONTHS BUSINESS BANK STATEMENTS.

3-NEED LAST 3 MONTHS PROCESSING STATEMENTS. **ONCE THEO PROVIDED A WILL CALL SIGNER DUE TO ID ALERT ON CREDIT REPORT.

Mike

Mike Roux Strategic Payment Systems 0-(781)828.2523 C4978337.7126 Manua @spsProcessing com www.sps.SreadSanlardesvings.om

From: Joe Austin < jankin@spsprocessing.com>

Sent: Monday, July 24, 2025 12:42 PM

To: Mike Roux amous@spsprocessing.com>, Jennifer Ezzao alizanden

Cc. Jeremy Ethier Seremy@siscustom.com>

Subject the System for Edwan aing Geryages New April

Suff.MKS,

We submitted the following

F

Subject: FW: [External] [RFI-188635]: Risk Review Notification-SYSTEMATIC CONSULTING SERVICES

Hi Mike.

This merchant is under review. Please see the email below and ask the merchant to provide the answers and supporting documentation.

Thanks.

Todd Stevens Strategic Payment Systems 888-332-9140

From: Merchant Services Risk Monitoring < SVC-CreditRiskManager@fiserv.com>

Sent: Monday, October 9, 2023 2:20 PM

To: Todd Stevens < tstevens@spsprocessing.com >; Jon Stevens < istevens@spsprocessing.com > Subject: [External] [RFI-188635]: Risk Review Notification-SYSTEMATIC CONSULTING

SERVICES

This Message has originated outside your organization, be cautious clicking links or attachments. Sender: svc-creditriskmanager@fiserv.com

Date: 10/09/2023

MID: 550594010304947

DBA: SYSTEMATIC CONSULTING SERVICES

Hello,

This merchant account is currently in review due to unusual account activity. The Risk Monitoring Team has identified the merchant has processed a sale larger than normal or an increase in volume. If you would like to handle the initial communication, please advise within the next 24 business hours. Otherwise, we will be contacting the merchant directly and requesting the following information:

- Reason for the large sale(s).
- A copy of the invoice(s) for the sale(s) in question.
- The cardholder's name, billing address, and contact phone number
- Delivery timeframe for product (s) / service (s).
- Last 3 months of bank statements
- Projection for future large sale activity.

TRANSACTION LIST 37674XXXXXX1002 24-SEP 59,670.10

37674XXXXXX1002 06-OCT 39,454.97

G

From: Mike Roux < mroux@spsprocessing.com> Date: Friday, October 13, 2023 at 10:14 PM

To: Todd Stevens < tstevens@spsprocessing.com >, Jeremy Ethier < jeremy@scscustom.com >

Cc: Jeremy Ethier < ieremy@systematicconsultingservices.com>

Subject: Re: [RFI-188635]: Risk Review Notification-SYSTEMATIC CONSULTING

SERVICES

Hi Jeremy,

I just saw the email from Todd this evening but had your old address so I am forwarding to the email you provided me today.

Mike

Mike Roux Strategic Payment Systems O-(781)828.2523 C-(978)337.7126 Mroux@spsProcessing.com www.spsCreditCardProcessing.com

Sent from my iPhone

On Oct 13, 2023, at 7:11 PM, Todd Stevens < tstevens@spsprocessing.com > wrote:

Hi Jeremy,

I was hoping to have news of a resolution by now, but that is not the case. The last news I received, which was about an hour ago is that they were trying to clear most of the reviews by the end of day but they are slammed. I am heading out now, but I will keep checking my email for any updates and will forward any if I receive them over the weekend.

Todd Stevens Strategic Payment Systems 888-332-9140

From: Todd Stevens

Sent: Friday, October 13, 2023 10:31 AM To: jeremy@systematicconsultingservices.com Cc: Mike Roux < mroux@spsprocessing.com>

Subject: FW: [RFI-188635]: Risk Review Notification-SYSTEMATIC CONSULTING

SERVICES

Hi Jeremy,

I spoke with Mike Roux this morning and he informed me of your call with First Data regarding the Risk Review. I spoke to a First Data Customer Service Manager a few minutes ago and

forwarded her BOTH the email I sent to Risk on Tuesday morning with the information you provided along with the email your received with the additional 10+ questions.

Below is a copy of the email that I sent to Risk on Tuesday morning. Apparently, the rep you spoke with for some reason was unaware this information had already been provided. The Customer Service Manager was going to contact a Manager in Risk to try to get this review completed today. Unfortunately, First Data's Risk Team only responds to us via email and that is why I solicited the Customer Service Manager to intercede on our behalf. I will send you an update as soon as I have one.

I can understand and your frustration. I just want to assure you this miscommunication was not a result of SPS not providing the requested documentation. I apologize for the inconvenience and lack of communication.

Best regards,

Todd Stevens Strategic Payment Systems 888-332-9140

Todd Stevens Strategic Payment Systems 888-332-9140

From: Todd Stevens

Sent: Tuesday, October 10, 2023 10:48 AM

To: Merchant Services Risk Monitoring < SVC-CreditRiskManager@fiserv.com>

Ce: Mike Roux < mroux@spsprocessing.com>

Subject: [RFI-188635]: Risk Review Notification-SYSTEMATIC CONSULTING SERVICES

The merchant's responses are below and the invoices and bank statements are attached. These transactions are well within the underwritten assumptions of the MPA. We also submitted the merchant's P&L and Balance Sheet as part of the approval process. This should be normal processing activity for this merchant.

Please let me know if you need anything else.

Thanks.

Todd Stevens Strategic Payment Systems 888-332-9140

From: Andrew Pulsifer < andrew@systematicconsultingservices.com>

Sent: Monday, October 9, 2023 7:52 PM

To: Todd Stevens < tstevens@spsprocessing.com; Jon Stevens < tstevens@spsprocessing.com; Mike Roux < mroux@spsprocessing.com;

Cc: Jeremy Ethier < jeremy@systematicconsultingservices.com>

Subject: [External] Risk Review Notification-SYSTEMATIC CONSULTING SERVICES

This Message has originated outside your organization, be cautious clicking links or attachments. Sender: andrew@systematicconsultingservices.com

Hello,

Reason for large sale: Our client has 5 properties. All of which are undergoing construction projects. We informed SPS that our transactions would be anywhere from \$10k to \$80k depending on completion of projects.

Copy of Invoices: please see attached compressed files.

Cardholder's Name, Address, Phone #: Carolynda Applebury 234 Merriam Ave Leominster, MA 01453 (617) 749-8831

Delivery Timeframe: Card is only charged once scope of work is completed or vendor requests a deposit for services to be rendered and with approval of the Owner.

Last 3-months bank statements: please see attached compressed file.

Projection future large sale activity: Like we stated when we opened the account, transactions will range from 10k-80k depending on completion of projects at multiple locations.

Let us know if there is anything else you need.

COMMONWEALTH OF MASSACHUSETTS

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WORCESTER, SS

SYSTEMATIC CONSULTING SERVICES, INC.

Plaintiff

v.

FIRST DATA MERCHANT SERVICES, LLC. Défendant

FISERV, INC.

Defendant

SUPERIOR COURT CIVIL ACTION NO.:24CV590A

FILED

MAY 22 2024

ATTEST:

Il MM CLERK

COMPLAINT

INTRODUCTION

This is a civil action involving a Massachusetts Corporation that entered into an agreement with First Data Merchant Services, LLC. and its proxy, FISERV, Inc. On or about July 20,2023, wherein the parties agreed that defendants would receive payments from various clients of Plaintiff and process said payments in the normal course of the contracted services. After several months of processing various transaction on behalf of the plaintiff, defendants without notice to plaintiff ceased from processing all plaintiff's transactions. The defendants 'claim that processing plaintiff's transactions became categorically, a "risk" and defendants 'decision to sequester the plaintiff's duly earned funds into a holding account solely controlled by the defendants. Plaintiff made numerous, even daily, attempts to learn of the "risk" assessment its processing posed, and to learn of any non-compliance or irregularity of any transactional

processing history that triggered the hold on the services contracted for. To date, defendants have not articulated any violation of any policy or cited any transactional irregularity that triggered the hold and sequestration of plaintiff's monies. Further, defendants have demanded plaintiff to file debilitating refund forms to return monies defendant received and have refused to process to plaintiff causing negative history ramifications to plaintiff's credit history and otherwise negative reference to what will no doubt effect plaintiff's business pursuits. Defendants' provided Plaintiff with a form 1099K year-end 2023. Currently, Defendants will not release plaintiff's nearly \$60,000.00 claiming that plaintiff appeared to have risk attributed to plaintiff account activity, despite the alleged account activity well within the contract parameters. Plaintiff's account number is

PARTIES

- Systematic Consulting Services, Inc. ("SCS" or "Plaintiff"), is a domestic corporation organized under the laws and statutes of the Commonwealth of Massachusetts who's corporate headquarters are located at 507 Lancaster Street, Unit 4, Leominster, MA 01453.
- The Defendant, First Data Merchant Services, LLC. ("FDMS" or "Defendant"), is a
 foreign Corporation organized under the laws and statutes of the State of Georgia with an
 agent who's address is located at Corporation Service Company, 84 State Street, Boston,
 MA 02109.
- 3. The Defendant, FISERV, Inc. ("FISERV" or "Defendant"), is a foreign Corporation organized under the laws and statutes of the state of Wisconsin with an agent who's address is located at Corporation Service Company, 84 State Street, Boston, MA 02109.

FACTS

4. On or about Juley 20, 2023, Plaintiff entered into and agreement with First Data

Merchant Services signing its Omaha Merchant Manual Services Program Guide (See
Exhibit A) and submitted Plaintiff's Merchant Processing Application and Agreement on

- or about July 20, 2023, wherein defendants agreed to receive plaintiff's client payments and process said payments and issue same to plaintiff. (See Exhibit "B").
- 5. On or about July 27, 2023, an email exchange between plaintiff's President, Jeremy Ethier ("Ethier") received an email from Michael Roux ("Roux") of Strategic Payment Systems ("SPS Processing") an affiliate of FDMS stating, "Contracts on the approval". (See Exhibit C)
- 6. On or about July 24, 2023, Roux, of SPS Processing, informed Ethier that SCS was being required to complete additional paperwork as part of the protocol for receiving services.
- 7. On or about July 24, 2023, Ethier advised Roux, that Ethier had in fact provided all of the documentation Roux had requested. (See Exhibit "D").
- 8. On or about October 9, 2023, Roux's supervisor, Todd Stevens ("Steven"), emailed Roux and directed Roux to inform Ethier that, "this merchant (SCS) is under review and to ask [Ethier] to provide the answers and supporting information". (See Exhibit "E").
- 9. On or about October 9, 2023 Merchant Services Risk Management's Credit Risk manager wrote to Todd Stevens notifying Stevens that "this merchant account is currently under review due to unusual account activity. The Risk Monitoring Team has identified the merchant (SCS) has processed a sale larger than normal or an increase in volume. "(See Exhibit "F").
- 10. On or about October 10, 2023, Stevens responded to Merchant Services Risk Monitoring and cc'ed Roux wherein Stevens states, "These transactions are well within the underwritten assumptions of the MPA. We also submitted the merchant's P & L and balance sheet as part of the approval process. This should be normal processing activity for this merchant. Please let me know if you need anything else. "(See Exhibit "G").
- 11. On or about October, Plaintiff Ethier contacted Defendants and demanded the monies the defendants were holding and refused to release to plaintiff.
- 12. On or about October, Defendants contacted Plaintiff and informed that Plaintiff must fill out refund documents that would authorize the release of funds defendants were holding to allow defendants to refund the plaintiff's clients.

13. On or about October, Plaintiff informed the defendants that he would not participate in the release of funds back to the defendants who had previously provided notice and authorization to release the funds being held by one of more of the Defendants.

COUNTS BEFORE THIS COURT

COUNT I

(BREACH OF CONTRACT)

- 14. The Plaintiff repeats and re-alleges paragraphs 1 (one) through 13 (thirteen), as it is expressly set forth hereinafter.
- 15. The parties entered into an agreement supported by valid consideration;
- 16. The Plaintiff performed his obligation to contract by providing compliance with all the terms of the agreement between the parties and paying in full the invoiced amounts.
- 17. The Defendants' have breached the agreement; and
- 18. Plaintiff has suffered substantial and resulting damages from Defendant's breach.

COUNT II

(NEGLIGENT MISREPRESENTATION)

- 19. The Plaintiff repeats and re-alleges paragraphs 1 (one) through 18 eighteen), as it is expressly set forth hereinafter.
- 20. Defendant engaged in trade or commerce with Plaintiff through its contractual agreement to provide transactional process according to the terms of the parties agreement wherein the Defendant received consideration.
- 21. Defendants' actions are the proximate cause of Plaintiff's damages and has engaged in deceitful business practices as defined by M.G.L. c. 93A.
- 22. Plaintiff has been damaged by Defendants' action and Defendant has failed to timely respond to plaintiff's numerous calls and emails to Defendants.

COUNT III

(VIOLATION OF C. 93A)

- 23. The Plaintiff repeats and re-alleges paragraphs 1 (one) through 22 (twenty- two), as it is expressly set forth hereinafter.
- 24. Defendant engaged in trade or commerce with Plaintiff through its contractual agreement in the trade or commerce with Plaintiff where the Defendant received consideration.
- 25. Defendant has engaged in deceitful business practices as defined by M.G.L. c. 93A.
- 26. Defendant has failed to timely respond to plaintiff's numerous calls to defendants.

COUNT IV

(NEGLIGENCE)

- 27. The Plaintiff repeats and re-alleges paragraphs 1 (one) through 26 (twenty- six), as it is expressly set forth hereinafter.
- 28. The Defendant had a duty to provide transactional services as contracted with the Plaintiff.
- 29. The Defendant breached its duty to perform contractual services Defendant contracted with Plaintiff to perform, in a matter relied upon, the representations of the Defendant and acted thereon.
- 30. The Defendant's actions are the proximate cause of Plaintiff's injuries and damages.
- 31. The Plaintiff was damaged by the Defendants' actions.

CONCLUSION

WHEREAS, Plaintiff prays judgment against Defendants, and each of them: In an amount that will fairly and adequately compensate Plaintiff (Systemic Consulting Services, Inc.), fair compensation for all counts: Breach of Contract, Negligent Misrepresentation, Violation of

M.G.L. c. 93A, Negligence and all other damages recoverable together with interest, costs, and other such relief as this Honorable Court may deem appropriate; including, but not limited to:

- A. Judgment in Plaintiff's favor on each count;
- B. Compensatory damages;
- C. Exemplary, enhanced, double, and/or treble damages;
- D. For general damages according to law and proof;
- E. For special damages according to law and proof;
- F.. For statutory damages;
- G. For treble damages pursuant to;
- H. For punitive damages;
- I. For prejudgment interest according to law;
- J. For costs of suit;
- K. For attorney's fees as allowed by law;
- L. For such other and further relief as the court may deem proper.

PLAINTIFF DEMANDS A TRIAL BY JURY ON ALL COUNTS

The Plaintiff,

Systematic Consulting Services, Inc.

By His Attorney,

Mark Joubert, Esq.

BBO#/653325 P.O. Box 122

Spencer, MA 01562

Phone: (508)797 -0606

Email: mrjoubertesq25@Gmail.com

CERTIFICATE OF SERVICE

I, Mark Joubert, Attorney for the Plaintiff, hereby certify that this day I served a copy of the following document to the Defendant and was sent first class mail, postage prepaid, and/or electronic mail, to the defendants on this date.

Dated: May20, 2024

A

Part 1: Confirmation Page First Data Merchant Services LLC **Processor** Name: Information: 4000 NW 120th Avenue, Coral Springs, FL 33065 Address: 1-800-858-1166 Customer Service #: URL: merchants.fiserv.com Please read the program guide in its entirety. It describes the terms under which we will provide merchant processing Services to you. From time to time you may have questions regarding the contents of your Agreement with Bank and/or Processor or the contents of your Agreement with TeleCheck. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly The Agreement limits our liability to you. For a detailed Your Discount Rates are assessed on transactions that qualify for description of the limitation of liability see Section 27, 37.3, and certain reduced interchange rates imposed by Mastercard, Visa, 39.10 of the Card General Terms; or Section 17 of the TeleCheck Discover and PayPal. Any transactions that fail to qualify for these Solutions Agreement. reduced rates will be charged an additional fee (see Section 25 of the We have assumed certain risks by agreeing to provide you with Card processing or check services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Program Guide). We may debit your bank account (also referred to as your Settlement Account) from time to time for amounts owed to us under Agreement, and/or hold monies otherwise payable to you (see the Agreement. Card Processing General Terms in Section 31, Term; Events of There are many reasons why a Chargeback may occur. Default and Section 32, Reserve Account; Security Interest), (see When they occur we will debit your settlement funds or Settlement TeleCheck Solutions Agreement in Section 7), under certain Account. For a more detailed discussion regarding Chargebacks see Section 14 of the Your Payments Acceptance Guide or see the By executing this Agreement with us you are authorizing us and our Affiliates to obtain financial and credit information regarding your applicable provisions of the TeleCheck Solutions Agreement. In consideration of the Services provided by us, you shall be businessand the signers and guarantors of the Agreement until all your obligations to us and our Affiliates are satisfied. charged, and hereby agree to pay us any and all fees set forth in this Agreement (for the purpose of clarity, this includes the Application and The Agreement contains a provision that in the event you any additional pricing supplements or subsequent communications), terminate the Agreement prior to the expiration of your initial 3 year term, you will be responsible for the payment of an early all of which shall be calculated and payable pursuant to the terms of termination fee as set forth in Part 4, A.3 under "Additional Fee this Agreement and any additional pricing supplements or subsequent Information" and Section 16.2 of the TeleCheck Solutions communications. If you dispute any charge or funding, you must notify Agreement. us within 60 days of the date of the statement where the charge or For questions or concerns regarding your merchant account, funding appears for Card Processing or within 30 days of the date of a contactcustomer service at the number located on your Merchant TeleCheck transaction. Services Statement 10. Payments Network Disclosure Visa and Mastercard Member Bank Information: Wells Fargo Bank, N.A. The Bank's mailing address is P.O. Box 6079, Concord, CA 94524, and its phone number is 1-844-284-6834. Important Merchant Responsibilities: Important Member Bank Responsibilities: Ensure compliance with Cardholder data security and storage The Bank is the only entity approved to extend acceptance of Visa requirements. and Mastercard products directly to a merchant. Maintain fraud and Chargebacks below Payments Network thresholds. The Bank must be a principal (signer) to the Agreement. b) b) The Bank is responsible for educating merchants on pertinent Visa Review and understand the terms of the Merchant Agreement. c) c) and Mastercard rules with which merchants must comply; but this Comply with Payments Network Rules and applicable law and regulations. d) information may be provided to you by Processor. Retain a signed copy of this Disclosure Page. e) The Bank is responsible for and must provide settlement funds to the d) You may download Visa Regulations from Visa's website at: merchant. https://usa.visa.com/content/dam/VCOM/download/about-visa/visa-rules-The Bank is responsible for all funds held in reserve that arederived public.pdf. e) from settlement. You may download Mastercard Regulations from Mastercard's website g) The Bank is the ultimate authority should a merchant have any f) problems with Visa or Mastercard products (however, Processor also https://www.mastercard.us/content/dam/public/mastercardcom/na/globalwill assist you with any such problems). site/documents/mastercard-rules.pdf. You may download American Express Merchant Operating Guide from American Express' website at: www.americanexpress.com/us/merchant. SYSTEMATIC CONSULTING SERVICES INC Print Client's Business Legal Name: By its signature below, Client acknowledges that it has received the Merchant Processing Application, Program Terms and Conditions consisting of 54 pages including this Confirmation Page and the applicable Third Party Agreement(s).

Client further acknowledges reading and agreeing to all terms in the Program Terms and Conditions. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

No alterations or strike-outs to the program terms and conditions will be accepted.

No alterations or strike-outs to	tne program t	erms and cond	igons will be acc	еp
Client's Principal Signature:				

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	P	
	Jeremy Ethier	

Manager Title 07/20/2023 Date

Please Print Name of Signer

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Location Phone #: 978-399-9892	Location Fax #:		Contact Name: Jeremy Ethier			
Business E-mail Address: jeremy@systematicconsultingse	ervices.com		Contact Fax # / E-mail Address:			
Business Website Address: http://systematicconsultingservio	ces.com/		Contact Phone #:			
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OptBlue Volume Seasonal? No I Yes High AUTHORIZATION GRID ID#: Mostercard TIERED GRID ID 8-pos. Ali Mastercard CREDIT 8-pos. Ali Mastercard DEBIT 8-pos. Ali Accept all Mastercard	h Volume Mo	S 1500 onths Open: 6. GRIE US Visa TIERED GRID ID Visa CREDIT MPG ID Visa DEBIT MPG ID 4. 4. 4. 4. 4. 4. 4. 4. 4. 4	DOOO DINFS SER DEFINATION B-pos. Alpha/la B-pos. Alpha/la B-pos. Alpha/la B-pos. Alpha/la B-pos. Alpha/la T. Swork and	PRMATION NED GRID ID#: JUMERIC DISCO JUMERIC DIS	PER SCHEDUL TESS OPTBlue Transciscover Network	\$	AMER OptBli MPG I	Internet Mail Order Telephone Order Total GGGSY01 street GGGSY01	Oo Oo or 100o pos. Alpha/Numeric 8-pos. Alpha/Numeric 6-pos. Alpha/Numeric checked) otBlue
OptBlue Volume Seasonal? No Pes High AUTHORIZATION GRID ID#: Mostercard TIERED B-pos. Ali Mastercard CREDIT B-pos. Ali Mastercard DEBIT B-pos. Ali Accept all Mastercard Mastercard Mastercard Credit Tra	h Volume Mo	S 1500 onths Open: 6. GRIE US Visa TIERED GRID ID Visa CREDIT MPG ID Visa DEBIT MPG ID 6. Visa DEBIT MPG ID 6. Visa DEBIT MPG ID 6. US Visa Cred	DOOO DINFS SER DEFINATION B-pos. Alpha/la B-pos. Alpha/la B-pos. Alpha/la B-pos. Alpha/la B-pos. Alpha/la T. Swork and	DRMATION NED GRID ID#: JUMERIC DISCO RUMERIC DISCO RUMERIC DISCO REDI LUMERIC DI LUMERIC DISCO REDI LUMERIC	POPER NETWORK-PayPal D GRID ID VER NETWORK-PayPal T MPG ID VER NETWORK MPG ID VER NETWORK MPG ID FEE SCHEDUL Trees OptBlue Transatiscover Network Creatiscover Network Creat	\$_2 L USE ONLY MFC GRID 8-pos. Alpha/Numeric 8-pos. Alpha/Numeric 8-pos. Alpha/Numeric Esctions (presumed, to the content of the conten	AMER OptBli MPG I	Internet Mail Order Telephone Order Total GGGSY01 street GGGSY01	Oo Oo er 100o 100o pos. Alpha/Numeric 8-pos. Alpha/Numeric 6-pos. Alpha/Numeric

Case 4:24-cv-40092-MRG Document 1-1 Filed 07/01/24 Page 43 of 59 DBA Name: SYSTEMATIC CONSULTING SERVICES Merchant #: Page 3 of 7 7. SERVICE FEE SCHEDULE (cont'd) O_WF_R_2604 O WF R 2604 Discount Fees (Based on Gross Sales Volume) MPG TXN Fee Discount Discount MPG TXN Fee MPG TXN Fee Discount Discount . Discover Network-PayPal Qual Credit American Express
OptBlue Qual Credit Mastercard Qual Credit Visa Qual Credit % % \$ % % \$ Visa Mid-Qual Credit Discover Network American Express Mastercard OptBlue Mid-Qual Credit % \$ \$ % \$ % \$ PayPal Mid-Qual Credit % Mid-Qual Cradit American Express
OptBlue Non-Qual Credit Discover Network-PayPal Non-Qual Credit Mastercard Non-Qual Credit % % \$ \$ Non-Qual Credit % % Mastercard % \$ \$ Visa Rewards 1 Worldcard Qual % Mastercard Worldcard Mid-Qual % Visa Rewards 2 % S Mastercard Worldcard Non-% Qual Discover Network Mastercard Visa Qual Debit % % Qual Debit % S Qual Debit Discover Network Mid-Qual Debit Mastercard Mid-Qual Debit Visa Mid-Qual Debit % % \$ % Discover Network Mastercard Non-Qual Debit Visa Non-Qual Debit % % ŝ % Mastercard Regulated Debit Discount Visa Regulated Debit Discount Discover Network Regulated Debit Disc't % % ERR Non-Qual Fees Discount Non-Qual Fees Discount Non-Qual Fees Discount Non-Qual Fees: Discount American Express OptBlue Qual Credit Discover Network-% % Qual Credit Visa Qual Credit % PayPal Qual Credit Discover Network Mastercard Qual Debit % % Visa Qual Debit % % Qual Debit 9/4 % Pass Through Interchange ☐ Gross Only - Includes Dues and Assessments ☐ Net Only - Includes Dues and Assessments Discount (Based on Gross Sales Vol.) Discount (Based on Gross Sales Vol.) Discount (Based on Gross Sales Vol.) Redacted Redacted Mastercard Qual Redacted Redacted Visa Qual Credit American Express OptBlue Qual Credit Discover Network-PayPai Qual Credit Credit American Express OptBlue has Program Pricing and not interchange and are subject to change. Mastercard Qual **Discover Network Qual Debit** Debit Visa Qual Debit Flat Rate in the second second second MPG Per Item Discount Fee **MPG** Rate % % Mastercard Qualified Credit % \$ % Mastercard Qualified Debit % % ŝ Visa Qualified Credit % % Visa Qualified Debit % S % Discover Network - PayPal Qualified Credit % Discover Network - PayPal Qualified Debit % % % American Express OptBlue Qualified Credit Rate American Express Discover Network **OptBlue Credit** PayPal Credit Ś Mastercard Credit Visa Credit Discover Network Visa Debit Debit Mastercard Debit Volume ' American Express Discover Network-**OotBlue Credit** Mastercard Credit Visa Credit % PayPal Credit Discover Network % Debit Visa Debit Mastercard Debit % PIN Debit (per Item) Other Volume Percent % (per Item) Other Item Rate ☐ Pass Through Debit Network Fees Fleet Voyager: Qual Other Item Rate (per item) **WEX:** Other Item Rate (per item) ☐ In-Person Paper Warranty ☐ C.O.D. Warranty ☐ Mall Order Warranty ☐ Single Hold Check Warranty ☐ Multiple Hold Check Warrenty ☐ In-Person Warranty Stmt/Processing Fee Redacted Dec. Risk Surcharge Per TXN Fee \$_ % **Inquiry Rate** Unauthorized Return Fee \$ **Customer Requested Operator Call (CROC)** Monthly Minimum Fee \$_ (Per Location) Miscellaneous Fee Dues and Assessments Redacted V/Mastercard Retrieval Fee (12B Letter) (Per Item) \$ Return Trans. V/Mastercard (Per Item) \$ Chargeback Fee (Per Item) \$ Fee

Food Stamps

Fee

EBT

Sales Transaction

Minimum Monthly Fee

(Per Item) \$_

(Per Item) \$_

Redacted Batch Fee

Monthly Statement Fee

(Acct on File)

(Per Item) \$

X(Yes □ No

Other:

Pass Visa

Trans Integrity Fee

eIDS Access Fee (Flat Rate) \$

(Per Item) \$

(Per Item) S

EBT -

Cash Benefits

ACH Reject Fee-

Case 4:24-cv-40092-MRG Document 1-1 Filed 07/01/24 Page 44 of 59 DBA Name: SYSTEMATIC CONSULTING SERVICES Page 4 of 7 Merchant #: O_WF_R_2604 7. SERVICE FEE SCHEDULE (cont'd) O_WF_R_2604 Miscellaneous Fees (cont'd) ☐ Monthly ☐ Annually in December Mastercard License Fee (Flat Rate) S (Sales Volume) (Per Sales Item) Mastercard Mastercard Visa BIN Fee (Per Item) \$ **ICA Fee** (Per Item) \$ Proc Fee (Per Item) \$. Visa Proc Fee (Per Item) \$ Pass Visa Fixed Acquirer (Flat Rate) \$_ Visa FANF Card Not Present Upcharge (Flat Rate) \$_ ¥Yes □ No Visa FANF Card Present Upcharge Network Fee (FANF Page Visa Pass Visa Pass Visa Pass Visa Zero Floor Limit Fee Misuse of Auth Fee Yes 🗆 No Int'l Acquirer Fee XYes □ No Yes 🗆 No Yes I No **Acquirer Processing Fee** Pass Visa Pass Mastercard Pass Discover Pass Mastercard Yes □ No ¥Yes □ No Acq ISA Fee Yes 🗆 No Data Usage Charge **Acquirer Support Fee** Yes 🗆 No **Cross Border Fee** Pass Mastercard Nat'l Acquirer Brand Usage (NABU) Fee X Yes ☐ No Pass Discover Pass Discover Pass Discover Yes 🗆 No. X Yes □ No Network Auth Fee ¥Yes □ No Int'l Service Fee Int'l Processing Fee ita Payeezy Gateway Services & Capture Transaction Fees Redacted ☐ Payeezy Gateway Participation Mastercard/Visa Auth & Capture Fee: per ítem) Payeezy Gateway Effective Date: ŝ per item) Discover Network PayPal Auth & Capture Fee: Payeezy Gateway One Time Setup Fee (one time) American Express OptBlue Auth & Capture Fee: S_ (per Item) Payeezy Gateway Monthly Fee (monthly) American Express Pass Through (existing) SE #: Payeezy Gateway Auth Fee (per item) (per (tem) Voice Authorization S (per item) Payeezy Gateway AVS Fee (per item) Electronic AVS Fee Ŝ. Payeezy PayPal Auth Fee (per item) (per item) Payeezy PayPal Sale Fee (per item) Voice AVS Fee (per item) Payeezy PayPal Return Fee (per item) **ARU Fee** First Data Payeezy Gateway Services Telecheck Payeezy Gateway Paveezy Gateway **Payeezy Gateway** TeleCheck Adjustment Fee S_ TeleCheck Deposit Fee S. (per item) TeleCheck Auth Fee (per item) (per item) TIN/TFN & Regulatory Product Fees User Defined Grid Fees Redacted Supplies: Wireless Monthly Service Fee Reg. Product Fee (Monthly) S Other: AccessOne Fee TIN/TFN Invalid (Monthly) \$ Other: **Customer Service Fee** Website Usage (Per Item) \$_ S Debit Access Fee derchant Fee Control Grid Fees Other: PCI Compliance **Annual Fee** ☐ Per item ☐ Monthly XAnnually Month October ☐ Per Item ☐ Monthly ☐ Annually Month Month Commercial Card Interchange Service Fee (See Program Guide for details regarding Commercial Card Interchange Service.) Pass Visa BIN/ICA Fee (Per Item) S Yes □ No Visa BIN/ICA Fee Upcharge (Note: this fee can be used for Shared Systems Only) Yes □ No Visa Staged Digital Wallet Fee Upcharge (Per Item) \$ Pass Visa Staged Digital Wallet Fee Yes I No Pass Visa B2B Virtual Service Fees Visa File Transmission Transaction Fee Upcharge (Per Item) \$ Yes □ No Pass Visa File Transmission Fee Visa Acquirer Credit Voucher Data Processing Fee Upcharge Pass Visa Acquirer Credit Voucher Data Processing Fee Yes 🗆 No (Per Item) \$ Visa Acquirer Data Processing International Pass Viea Acquirer Data Processing International ¥Yes 🏻 No Return Fee Credit Upcharge (Per Item) \$ Return Fee Credit: Visa Acquirer Data Processing International Pass Vise Acquirer Data Processing International (Per Item) \$ Return Fee Debit: Yes II No Return Fee Debit Upcharge Yes 🗆 No Visa AFD Non Participation Fee Upcharge (Per Item) \$ Pass Visa AFD Non Participation Fee Pass Visa International Acquirer Processing Fee Debit X Yes □ No Yes. 🗆 No Pass Visa International Acquirer Processing Fee Credit Pass Visa Account Verification International, X Yes □ No Credit and Debit Fee X Yes □ No Pass Visa APF Domestic Credit Auth Reversal Fee Pass Visa APF Domestic Debit Auth Reversal Fee X Yes □ No Yes 🗆 No Pass Visa APF International Credit Auth Reversal Fee Yes 🗆 No Pass Visa APF International Debit Auth Reversal Fee Pass Visa Excessive Auth Attempts Domestic & Cross Border Fee ¥Yes □ No X(Yes □ No Pass Visa Data Consistency Domestic Fee Yes □ No Visa Fallback US Fee Upcharge (Per Item) \$ Pass Visa Fallback US Fee Pass Visa Network Acquirer Processing (NAPF) X(Yes □ No

Visa Consumer BillPay Participation Fee Upcharge

Visa Address Verification Service Fee US Upcharge

Visa Integrity Detail Report Fee Upcharge

Visa Base 2 Returned Item Fee Upcharge

Visa Manual Cash Switch Fee Upcharge

Visa Recurring Auth Decline Fee US Upcharge

Reversal Fees

Pass Visa Consumer BiliPay Participation Fee

Pass Visa Never Approve Reattempt Fees US Pass Visa Address Verification Fee US

Pass Visa Integrity Detail Report Fee

Pass Visa Base 2 Returned Item Fee

Pass Visa Manual Cash Switch Fee

Pass Visa Recurring Auth Decline Fee US

(Per Item) \$

X Yes □ No

X(Yes □ No

X Yes I No

Yes 🗆 No

¥Yes □ No

Yes I No

(Per Item) \$

(Per Item) \$ (Per Item) \$

(Per Item) \$

(Per Item) \$,

(Per Item) \$

DBA Name: SYSTEMATIC CONSULTING SERVICES Merchant #: ____

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O_WF_R_2604 7. \$1	ERVICE FE	E SCHEDULE (cont'd)	O_WF_R_2604
		ontrol Grid Fees (cont ¹ d)	
Pass Visa Magnetic Stripe Contactless Fee	XYes □ No	Visa Magnetic Stripe Contactless Fee Upcharge	(Per Item) \$
Pass Visa CVV2 Fee	¥Yes □ No	Visa CVV2 Fee Upcharge	(Per Item) \$
Pass Visa Estimated Auth Fee	XYes □ No	Visa Estimated Auth Fee Upcharge	(Sales Volume)%
Pass Visa Incremental Auth Fee	XYes. □ No	Visa Incremental Auth Fee Upcharge	(Sales Volume)%
Pass Discover Card Account Verification Fee	XYes □ No	Discover Card Account Verification Fee Upcharge	(Per Item) \$
Pass Discover Network Auth Fee	XYes □ No	Discover Network Auth Fee Upcharge	(Per Item) \$
Pass Discover Program Integrity Fee	XYes □ No	Discover Program Integrity Fee Upcharge	(Per Item) \$
Pass Discover Account Verification Service Fee	XYes □ No	Discover Account Verification Service Fee Upcharge	(Per Item) \$
Pass Discover Address Verification Service Fee	XYes □ No	Discover Address Verification Service Fee Upcharge	(Per Item) \$
Pass Discover Digital Investment Fee	¥Yes □ No	Discover Digital Investment Fee Upcharge	(Sales Volume)%
Pass Discover Ticket Retrieval Fee	¥Yes □ No	Discover Ticket Retrieval Fee Upcharge	(Per Item) \$
Pass Discover Dispute Fee. (Per Itel	n) \$	Discover Retrieval Fee	(Per Item) S
Pass PayPal Participation Authorization Fee	XYes □ No	PayPal Participation Authorization Fee Upcharge	(Sales Volume)%
Pass American Express OptBlue Access Fee	¥Yes □ No		
Pass American Express OptBlue Network Fee	XYes □ No	American Express OptBlue Network Fee Upcharge	(Sales Volume)%
Pass American Express OptBlue Acquirer Transaction Fee	XYes □ No	American Express OptBlue Acquirer Transaction Fee Upche	arge (Per Item) S
Pass American Express OptBlue Dispute Fee	Yes □ No	American Express OptBlue Dispute Fee Total	(Per Item) \$
Pass American Express OptBlue Retrieval Fee	XYes □ No	American Express OptBlue Retrieval Fee Total	(Per Item) \$
Pass American Express OptBlue Program Continuation Fee	XYes □ No		
Pass Mastercard Processing Integrity Fee Pre Auth	¥Yes □ No	Mastercard Processing Integrity Fee Pre Auth Upcharge	(Per Item) \$
Pass Mastercard Processing Integrity Fee Undelined Auth	¥Yes □ No	Mastercard Processing Integrity Fee Undefined Auth Upoha	rge (Per Item) S
Pass Mastercard Processing Integrity Fee Final Auth %	XYes □ No	Pass Mastercard Processing Integrity Fee Final Auth Minim	um Per Item XYes 🗆 No
Pass Mastercard Processing Integrity Message Format Error Fee	XYes □ No	Mastercard Processing Integrity Message Format Error Fee Upcharge	(Per Item) \$
Pass Mastercard Processing Integrity Image Fee	Yes □ No	Mastercard Processing Integrity Image Fee Upcharge	(Per Item) \$
Pass Mastercard BIN/ICA Fee (Note: this fee can be used for Shared Systems Only)	¥Yes □ No	Mastercard BIN/ICA Fee Upcharge	(Per Item) S
Pass Mastercard Kilobyte Clearing US Fee	X(Yes □ No	Maetercard Kilobyte Clearing US Fee Upcharge	(Per Item) \$
Pass Mastercard Installment Purchase A, B and Refund A Fees	XYes □ No		
Pass Mastercard Decline Service Fee US	Yes □ No	Mastercard Decline Service Fee US Upcharge	(Per Item) \$
Pass Mastercard Kilobyte Auth US Fee	XYes □ No	Mastercard Kilobyte Auth US Fee Upcharge	(Per Item) \$
Pass Mastercard ICA AVS Fee	XYes □ No	Mastercard ICA AVS Fee Upcharge	(Per Item) \$
Pass Mastercard Digital Enablement Fee	¥Yes □ No	Mastercard Digital Enablement Fee Upcharge	(Sales Volume)%
Pass Mastercard Business to Business US Fee	¥Yes □ No	Mastercard Business to Business US Fee Upcharge	(Sales Volume)%
Pass Mastercard SecureCode Transaction Fee	XYes □ No	Mastercard SecureCode Transaction Fee Upcharge	(Flat Rate) S
Pess Mastercard Location Fee	XYes □ No	Mastercard Location Fee Upcharge	(Flat Rate) \$
Pass Mastercard ACQ Interchange Downgrade Fee	Yes □ No	Mastercard ACQ Interchange Downgrade Fee Upcharge	(Per Item) \$
Pase Mastercard Excessive Auth Attempts US Fee	XYes □ No		(Per Item) \$
Pass Mastercard ACQ Freight Program Fee	XYes □ No	Mastercard ACQ Freight Program Fee Upcharge	(Sales Volume)%
Pass Mastercard Credential Continuity Fee	XYes □ No	Mastercard Credential Continuity Fee Upcharge	(Per Item) \$
Pass Mastercard Nominal Auth Amount US Fee	XYes □ No		(Per Item) \$
Pass Mastercard Merchant Advice Code US Fee	. XYes □ No		(Per Item) \$
Pass Retrieval Received Fax/Mail Fee	X Yes □ No		(Per Item) \$
Pass Chargeback Received Fax/Mail Fee	Yes □ No		(Per Item) \$
Pass Retrieval Outgoing Fax/Mall Fee	XYes □ No		(Per Item) \$
Pass Chargeback Outgoing Fax/Mail Fee	Yes □ No		(Per Item) \$
Pass Visa Accept/No Accept Fee	Yes □ N		(Per Item) \$
Pass Visa Accept 0-20 US Fees O_WF_R_2504	X Yes □ N	Visa Accept 0-20 US Fees Upcharge	(FE Nem) \$

DBA Name: SYSTEMATIC CONSULTING SERVICES Merchant #: ____

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DBA Name: OTOTE WATTO OCHOOLITE		Merchant #:	Page 6 of
O_WF_R_2604		EE SCHEDULE (cont'd) ontrol Grid Fees (cont'd)	O_WF_R_2604
Pass Visa Dispute Accept 21-25 Fee	Yes □ No	Pass Visa Merchant Response 0-20 Fee	X(Yes □ No
Pass Visa Dispute Accept 26-30 Fee	XYes □ No	Pass Visa Merchant Response 21-25 Fee	Yes □ No
Pass Visa Dispute No Acceptance Fee	Yes □ No	Pass Visa Merchant Response 26-30 Fee	XYes ☐ No
Pass Visa Retrieval Fulfillment Fee	Yes □ No	Pass Visa Case Filing Fee	Yes □ No
Pass Visa Retrieval Non-Fulfillment Fee	XYes □ No.	Pass Visa Lost Case Filing Fee	XYes: □ No
Pass Visa Auto Acceptance Fee	(Per Item) \$	Tab vida Lost Gade I filing I co	A res E No
Pass Visa Prearbitration with Qualified Remedy	* 4	Visa Prearbitration with Qualified Remedy Fee Upchari	ge (Per Item) \$
Pass Mastercard Accept/No Accept Fee	XYes □ No	Mastercard Accept/No Accept Fee Upcharge	(Per Item) \$
Pass Mastercard Prearbitration Fee	Yes □ No	industriale Associatio Associatio es openingo	(rement) 9
Pass Mastercard Case Filing Fee	X Yes □ No	Pass Mastercard Case Withdrawal Fee	XYes □ No
Pass Mastercard Lost Case Filing Fee	X Yes □ No	The Made of the State Control of the State o	A res 2 no
Pass Discover Accept/No Accept Fee	X(Yes □ No	Discover Accept/No Accept Fee Upcharge	/Dar Hamil C
Pass Discover Lost Case Filling Fee	XYes □ No		(Per Item) \$
Pass American Express Accept/No Accept Fed		American Express Accept/No Accept Fee Upcharge	(Per Item) \$
Pass Dispute Case Mastercard DMS Fee	X Yes □ No	Dispute Case Mastercard DMS Fee Upcharge	
Pass Dispute Image Mastercard DMS Fee	X Yes □ No	Pass Mastercard Presentment Excessive Pages Fee	(Per Item) \$ XYes □ No
Pass Dispute Image Visa DMS Fee	XYes □ No	Dispute Image Visa DMS Fee Upcharge	(Per Item) \$
Pass Visa Pre-Compliance Image Fee	XYes □ No	Pass Visa Incoming Pre-Dispute DMS Fee	Yes □ No
Pass Visa Late Response to Dispute Fee	X Yes □ No	Visa Late Response to Dispute Fee Upcharge	(Per Item) \$
Pass Mastercard Late Response to Dispute Fe	\$ · 2	Mastercard Late Response to Dispute Fee Upcharge	(Per Item) S
Pass Discover Late Response to Dispute Fee	XYes □ No	Discover Late Response to Dispute Fee Upcharge	(Per Item) \$
Pass American Express Late Response to Disp		American Express Late Response to Dispute Fee Upol	
Pase STAR Debit Network Annual Fee	XYes □ No	STAR Debit Network Annual Fee Upcharge	(Flat Rate) \$
Pass Pulse Debit Network Annual Fee	X Yes □ No	Pulse Debit Network Annual Fee Upcharge	(Flat Rate) \$
Pass NYCE Debit Network Annual Fee	XYes □ No	NYCE Debit Network Annual Fee Upcharge	(Flat Rate) \$
Pass Accel Debit Network Annual Fee	XYes □ No	Accel Debit Network Annual Fee Upcharge	(Flet Rate) \$
Pass Culiance Network Annual Fee	XYes □ No	Culiance Network Annual Fee Upcharge	(Flat Rate) \$
Pass Interlink System Integrity Fee	X/Yes □ No	Interlink System Integrity Fee Upcharge	(Per Item) \$
Pass Interlink EMV Fallback Fee	¥Yes □ No	Interlink EMV Fallback Fee Upcharge	(Per Item) \$
Pass STAR Token Fee	XYes □ No	STAR Token Fee Upcharge	(Per Item) \$
Pass NACHA Unauthorized Entry Fee	(Per Item) \$	NACHA Unauthorized Entry Fee Upcharge	(Per Item) \$
Pass Ingenico Monthly Mgt Fee	(Flat Rate) \$, , , , , , , , , , , , , , , , , , , ,
Other Fees	(Other) S	Other Fees	(Other) \$
		& Compliance Fees	*
	Flat Rate per month) \$	PCI Rapid Comply (i	Fiat Rate per month) \$
PCI Rapid Comply (Compliance) & Liability Waiver (I	Flat Rate per month) \$	Merchant Opted Out	¥Yes
	Flat Rate per month) \$	<u> </u>	Flat Rate per month) \$
Pass PCI Non Compliance Fee (Monthly)	(Flat Rate) \$ 19.95	TransArmor Terminal	(Flat Rate) \$
Main Street Insights Fee (per MID)	(Flat Rate) \$	Clover Go Monthly Fee (per MID)	(Flat Rate) \$
Platform Access Monthly Fee	(Fiat Rate) \$	Clover Non-Swiped Authorization Fee	(Per Item) \$
		F 4	

CONTINUED ON NEXT PAGE

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DBA Name: SYSTEMATIC CONSULTING SERVICES Merchant #: Page 7 of 7 O_WF_R_2604 8. EQUIPMENT/THIRD PARTY INFORMATION O_WF_R_2604 Network (Front End): 🗙 Omaha 🛘 North 🖂 Nashville 🖂 Buypass Do you use any third party to store, process or transmit cardholder data? If yes, identify the Third Party Processor used: 🗆 96 None 🗆 01 Yahoo 🗅 92 Authorize net 🗀 93 Cybersource 🗔 94 Verifone 🗀 95 Merchant Link 🗀 96 Shift 4 ☐ 08 FIS ☐ 09 Six Payment Services Corp ☐ 10 Verisign ☐ 99 Other (please specify) INTERNET GATEWAY:
First Data Global Gateway
Other: Wireless Network: PC/Internet Software Quantity____ ☐ New ☐ Rent ☐ Purchase¹ ☐ Lease² ☐ Existing Terminal Model Quantity____ ☐ New ☐ Rent ☐ Lease² ☐ Purchase¹ ☐ Existing Printer Model_ Quantity ☐ New ☐ Rent ☐ Purchase¹ □ Lease² ☐ Existing PIN Pad Quantity_ ☐ New ☐ Rent ☐ Existing ☐ Purchase¹ Clover Equipment Purchase Only: This is for information purposes only. Please refer to your equipment purchase agreement with POS Equipment Service Inc. for information and pricing and lees for your equipment or hardware. You are not purchasing equipment from Processor and you acknowledge and agree that Processor will have no obligation or liability relating to such purchase of equipment. Your purchase of equipment is subject to separate terms and conditions between you and the equipment seller.

See Equipment Lease Agreement for the Terms and Conditions governing your leased equipment. 0.00 The initial term of this Agreement is three years from the date of your approval by our Credit Department Early Termination Fee \$ (the Initial Term). If you terminate this Agreement before the end of the then current term or otherwise stop processing your transactions with us, you will be charged this Early Termination Fee. After the Initial Term, subject to Part IV, Section A.3, this Agreement shall automatically extend for an additional period of one year each (each an Extended Term). Merchant Initials Client certifies that all information set forth in this completed Merchant Processing Application is true and correct and that Client has received a copy of the Program Guide and Confirmation Page, which is part of this Merchant Processing Application (consisting of Sections 1-9), and by this reference incorporated herein. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number (s) Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or internet order. However, if your Application is approved based upon contrary information stated in Section 5, Transaction Information section above, you are authorized to accept transactions in accordance with the percentages indicated in that section. This algnature page also serves as a signature page to the TeleCheck Solutions Agreement.

On behalf of myself as an individual, the entity on whose behalf I am signing, and its principals (collectively, the Client Partles), (A) authorize Processor, Servicers, the applicable Payment Networks, and its and its principals (collectively, the Client Partles), (A) authorize Processor, Servicers, the applicable Payment Networks and its and internation as necessary from time to time), for marketing and administrative purposes, purposes, purposes, purposes, purposes, purposes, under the Merchant Processing Application end Agreement and Information about each of the Client Partles), (Including by requesting and sharing, personal and business credit financial information from all references, including banks and consumer reports (in 9. SIGNATURE(S) hardware, software and shipping. You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq, and other laws enforced by the Office of Foreign Assets Control (OFAC). To help the government fight the funding of terrorism and money laundering activities, Servicers obtain, verify, and record certain information including your full name, physical address, and any other information needed for identity verification purposes while processing this MPA, as described in the USA Patriot Act. Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct. Client agrees to all the torms of this Merchant Processing Application and Agreement. This Merchant Processing Application and Agreement will not take effect until Client has been approved and this Agreement has been accepted by Processor and Bank. Acceptance by Processor and Bank and Communication of the execution of this Merchant Processing Application and Agreement by Processor and Bank, or the commencement of the provision of the Services by Processor and Bank. Client's Business PrincipalOfficer: Title Manager Processor: First Data Merchant Services LLC Signature X Signature X Print Name of Signer Jeremy L. Ethier Sr. Date 07/20/2023 Title: Printed Name: Date: Bank: Wells Fargo Bank, N.A. (a member of Visa USA, Inc. and Mastercard International, Inc.) By: First Data Merchant Services LLC, pursuant to a limited power of attorney ____Title:___ Signature X Printed Name: Date: **TELECHECK ACH AUTHORIZATION** ACH Debit and Credit Authorization: Client authorizes its Financial institution to pay and charge to its account the amount(s) due TeleCheck under this TeleCheck Agreement and to accept all credits and debits made to its account by TeleCheck via electronic funds transfer in connection with TeleCheck's services under this TeleCheck Agreement. This authorization shall remain in effect until (30) thirty days after revoked in writing. Print Name/Title:Jeremy L. Ethier Sr. Date 07/20/2023 Slanature X Authorized Signature on TeleCheck Account for ACH Personal Guarantee: In exchange for First Data Merchant Services LLC, Wells Fargo Bank, N.A., (a member of Visa USA, Inc. and Mastercard International, Inc.), and TeleCheck Services, LLC, (the Guaranteed Parties) acceptance of the MPA, the Agreement, and/or the Equipment Agreement and/or the TeleCheck/TRS Solutions Agreement, the undersigned (Guarantor): (A) Unconditionally and irrevocably guarantees the full payment and performance of Client's obligations (i) as they now exist or as modified under the foregoing agreements, (ii) with or without actual notice of changes, and (iii) during and after the term of the agreements; (B) Walves notice of Merchant's default; (C) Shall indemnify the Guaranteed Parties for any and all amounts due from Client; (D) Warrants, with knowledge that Guaranteed Parties are acting in full reliance on the same, Personal Guarantee of payment, and not of collection; (E) Acknowledges that (i) the Guaranteed Parties may proceed in law directly against Guaranteer and on the collent, (ii) this is a continuing personal guarantee and shall not be discharged or affected for any reason, and (iii) Information about the Guarantor as one of the Client Parties may be used and shared as set forth in Section 9. Print Name: Personal Guarantee Signature X _ Date Personal Guarantee Signature 🗶 _ Print Name: Date

C

Subject: Re: SYSTE! Hi Jeremy, Congrats on the app		VICES - New Application		
Gateway (virtual ter transactions per mo	e accounts cycles tonight he minal) setup. The NMI gat inth are free, after that it wo ble for 24 hrs so if you mis	eway cost is \$ per n uld be \$ 22 ead For sec	ionth with the first urity reasons the li	250 nk Joe
Mike Roux Strategic Paymen O-(781)828.2523 C-(978)337.7126 Mroux@spsProzes	sing com			
www.spsCrediteac				
oz il 27,2023 a Heygeremy:	10:03 AM, Joe Austin Le	usub/aspsprocessing	on wrote:	
This will need to to start proces Thank You,	rector of IT	fore we can put a	nything in plac	e for year
Strate(C12) 45 Dan 402 45 Dan 28-252	ment Systems / Pa Suite 190 / Canton, N 3 Phone & Fax sprocessing.com/	Mroc - 2 - 4 - 4 - 4 - 4 - 4 - 4 - 4 - 4 - 4		

тівінхэ П

www.spsCreditCardProcessing.com Sent from my iPhone া On Jul 24, 2023, at 8:43 PM. Mike Roux < mroux@spsprogessing.com > wrote: Hi Jeremy, 🧖 Thank you for putting together the requested documents. Best regards. Mike Mike Roux Strategic Payment Systems 0-(781)828.2523 C-(978)337.7126 Mroux@spsProcessing.com www.spsCreditCardProcessing.com From: Jeremy Ethier < jeremy@seseustom.com> Sent: Monday, July 24, 2023 8:29 PM To: Mike Roux < mroux@spsprocessing.com>: Jennifer Ezzio < JEzzio@bankmainstrect.com>. Cc: Joe Austin < iaustin@ispsprocessing.com> Subject: [External] Re: SYSTEMATIC CONSULTING SERVICES - New Application This Message has originated outside your organization, be cautious clicking links or attachments. Sender: <u>jeremy@sescustom.com</u> Hi Mike. Per your request, please see additional supporting documents Best. Jeremy L. Ethic Manager (978) 399-9892 eremov kisusc**ustoru**. komistika (arangan) da kamana katabun

E

Hi Jennifer and Jeremy.

Even though you provided lots of documents with the application they are now requesting the additional.

1- NEED INTERIM 2023 BALANCE SHEET.

P&L. 2022 & 2021 (you provided 2022 already), FINANCIALS AREN'T SUPPORTIVE OF RISK.

- 2- NEED LAST 3 MONTHS BUSINESS BANK STATEMENTS.
- 3- NEED LAST 3 MONTHS PROCESSING STATEMENTS. **ONCE INFO PROVIDED, I WILL CALL SIGNER DUE TO ID ALERT ON CREDIT REPORT.

Mike

Mike Roux Strategic Payment Systems 0-(781)828,2523 C-(978)337.7126 Mroux@spsProcessing.com www.spsCreditCardProcessing.com

From: Joe Austin < jaustin@spsprocessing.com

Sent: Monday, July 24, 2023 12:42 PM

To: Mike Roux < mroux@spsprocessing.com>; Jennifer Ezzio < JEzzio@banki

Cc: Jeremy Ethier < jeremy@sescustom.com>

Subject: RE: SYSTEMATIC CONSULTING SERVICES - New Applications

Sure Mike,

We submitted the following:

2021:

Form 8879-S Tax Return

Form 1120-S Tax Return For An S Corp

Form 1125-A Cost of Goods Sold

Form 4562 Depiceciation and Amortization

Form M-8453@ Gorponate Tax Declaration,

Form 355-7004 Corporate Extension Paymen

Form 355S Steen poration lexcise Return

Schedule A. B. C. B. E. S.

Supperfung Documents:

F

Subject: FW: [External] [RFI-188635]: Risk Review Notification-SYSTEMATIC CONSULTING SERVICES

Hi Mike.

This merchant is under review. Please see the email below and ask the merchant to provide the answers and supporting documentation.

Thanks.

Todd Stevens Strategic Payment Systems 888-332-9140

From: Merchant Services Risk Monitoring < SVC-CreditRiskManager@fiserv.com>

Sent: Monday, October 9, 2023 2:20 PM

To: Todd Stevens < tstevens@spsprocessing.com >; Jon Stevens < jstevens@spsprocessing.com > **Subject:** [External] [RFI-188635]: Risk Review Notification-SYSTEMATIC CONSULTING

SERVICES

This Message has originated outside your organization, be cautious clicking links or attachments. Sender: svc-creditriskmanager@fiserv.com

Date: 10/09/2023

MID: 550594010304947

DBA: SYSTEMATIC CONSULTING SERVICES

Hello,

This merchant account is currently in review due to unusual account activity. The Risk Monitoring Team has identified the merchant has processed a sale larger than normal or an increase in volume. If you would like to handle the initial communication, please advise within the next 24 business hours. Otherwise, we will be contacting the merchant directly and requesting the following information:

- Reason for the large sale(s).
- A copy of the invoice(s) for the sale(s) in question.
- · The cardholder's name, billing address, and contact phone number
- Delivery timeframe for product (s) / service (s).
- Last 3 months of bank statements
- Projection for future large sale activity.

TRANSACTION LIST 37674XXXXXX1002 24-SEP 59,670.10

37674XXXXXX1002 06-OCT 39,454.97

G

From: Mike Roux < mroux@spsprocessing.com > Date: Friday, October 13, 2023 at 10:14 PM

To: Todd Stevens < tstevens@spsprocessing.com >, Jeremy Ethier < jeremy@scscustom.com >

Cc: Jeremy Ethier < <u>jeremy@systematicconsultingservices.com</u>>

Subject: Re: [RFI-188635]: Risk Review Notification-SYSTEMATIC CONSULTING

SERVICES

Hi Jeremy,

I just saw the email from Todd this evening but had your old address so I am forwarding to the email you provided me today.

Mike

Mike Roux
Strategic Payment Systems
O-(781)828.2523
C-(978)337.7126
Mroux@spsProcessing.com
www.spsCreditCardProcessing.com

Sent from my iPhone

On Oct 13, 2023, at 7:11 PM, Todd Stevens < tstevens@spsprocessing.com > wrote:

Hi Jeremy,

I was hoping to have news of a resolution by now, but that is not the case. The last news I received, which was about an hour ago is that they were trying to clear most of the reviews by the end of day but they are slammed. I am heading out now, but I will keep checking my email for any updates and will forward any if I receive them over the weekend.

Todd Stevens Strategic Payment Systems 888-332-9140

From: Todd Stevens

Sent: Friday, October 13, 2023 10:31 AM

To: jeremy@systematicconsultingservices.com
Cc: Mike Roux <mroux@spsprocessing.com>

Subject: FW: [RFI-188635]: Risk Review Notification-SYSTEMATIC CONSULTING

SERVICES

Hi Jeremy,

I spoke with Mike Roux this morning and he informed me of your call with First Data regarding the Risk Review. I spoke to a First Data Customer Service Manager a few minutes ago and

forwarded her BOTH the email I sent to Risk on Tuesday morning with the information you provided along with the email your received with the additional 10+ questions.

Below is a copy of the email that I sent to Risk on Tuesday morning. Apparently, the rep you spoke with for some reason was unaware this information had already been provided. The Customer Service Manager was going to contact a Manager in Risk to try to get this review completed today. Unfortunately, First Data's Risk Team only responds to us via email and that is why I solicited the Customer Service Manager to intercede on our behalf. I will send you an update as soon as I have one.

I can understand and your frustration. I just want to assure you this miscommunication was not a result of SPS not providing the requested documentation. I apologize for the inconvenience and lack of communication.

Best regards,

Todd Stevens Strategic Payment Systems 888-332-9140

Todd Stevens Strategic Payment Systems 888-332-9140

From: Todd Stevens

Sent: Tuesday, October 10, 2023 10:48 AM

To: Merchant Services Risk Monitoring <SVC-CreditRiskManager@fiserv.com>

Cc: Mike Roux < mroux@spsprocessing.com>

Subject: [RFI-188635]: Risk Review Notification-SYSTEMATIC CONSULTING SERVICES

The merchant's responses are below and the invoices and bank statements are attached. These transactions are well within the underwritten assumptions of the MPA. We also submitted the merchant's P&L and Balance Sheet as part of the approval process. This should be normal processing activity for this merchant.

Please let me know if you need anything else.

Thanks.

Todd Stevens Strategic Payment Systems 888-332-9140

From: Andrew Pulsifer < andrew@systematicconsultingservices.com>

Sent: Monday, October 9, 2023 7:52 PM

To: Todd Stevens < tstevens@spsprocessing.com; Jon Stevens < tstevens@spsprocessing.com; Mike Roux < spsprocessing.com;

Cc: Jeremy Ethier < ieremy@systematicconsultingservices.com>

Subject: [External] Risk Review Notification-SYSTEMATIC CONSULTING SERVICES

This Message has originated outside your organization, be cautious clicking links or attachments. Sender: andrew@systematicconsultingservices.com

Hello,

Reason for large sale: Our client has 5 properties. All of which are undergoing construction projects. We informed SPS that our transactions would be anywhere from \$10k to \$80k depending on completion of projects.

Copy of Invoices: please see attached compressed files.

Cardholder's Name, Address, Phone #: Carolynda Applebury 234 Merriam Ave Leominster, MA 01453 (617) 749-8831

Delivery Timeframe: Card is only charged once scope of work is completed or vendor requests a deposit for services to be rendered and with approval of the Owner.

Last 3-months bank statements: please see attached compressed file.

Projection future large sale activity: Like we stated when we opened the account, transactions will range from 10k-80k depending on completion of projects at multiple locations.

Let us know if there is anything else you need.